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3 **UNITED STATES DISTRICT COURT**
4 **DISTRICT OF NEVADA**

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6 CENTEX HOMES,

7 Plaintiff,

8 vs.

9 ST. PAUL FIRE AND MARINE INSURANCE
10 COMPANY, *et al.*,

11 Defendants.

2:17-cv-02407-JAD-VCF

ORDER

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13 Before the court are the [proposed] Order Granting Admiral Insurance Company's Motion for
14 Good Faith Settlement Determination (ECF No. 201), and Defendant Admiral Insurance Company's
15 Notice of Response to Its Proposed Order Granting Its Motion for Good Faith Settlement Determination
16 Under LOCAL RULE 7-2(F) (ECF No. 202).

17 ECF No. 202-1 is a form of order submitted by St. Paul Fire and Marine Insurance Company ("St.
18 Paul") in the alternative to ECF No. 201. The language in ECF No. 201 and ECF No. 202-1 is identical
19 with one exception. The last sentence in ECF No. 202-1, which does not appear in ECF No. 201, reads:

20 In granting the motion, the Court defers as to the scope and effect of this
21 ruling as to any claims by others in the case and/or in a separate action for
22 contribution and/or offset.

23 This sentence proposed by St. Paul is directly contradicted by NRS 17.245(1)(b). The release
24 provided to Admiral pursuant to the court approved good faith settlement, "discharges the tortfeasor [i.e.
25

1 Admiral] to whom it is given from all liability for contribution and for equitable indemnity to any other
2 tortfeasor.”

3 Accordingly, the court REJECTS St. Paul’s proposed order ECF No. 202-1, and will sign and
4 enter proposed order ECF No. 201.

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6 DATED this 20th day of August, 2019.



7 CAM FERENBACH
8 UNITED STATES MAGISTRATE JUDGE
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